



**PRIVACY POLICY AND PROTECTION OF PERSONAL DATA OF REC'IM**

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## 1. Introduction

Rec'im respects the personal information of Users of the Mobile Application, and takes great care to protect your information. Rec'im makes every effort to limit the risks of loss, deterioration or misusethereof.

This Privacy Policy tells you what information we collect about you, how we use it and what measures we take to ensure its protection. This Policy applies to all information provided by you, or collected by us during your navigation on our sites and Applications, in accordance with the regulations in force in France regarding personal data as resulting from the law n ° 78-17 of January 6, 1978 relating to data processing, files and freedoms, known as the "Informatique et Libertés" law and EU Regulation 2016/679 of 25 May 2018 on data protection known as "GDPR".

The purpose of this Privacy Policy is to:

- to inform people accessing the services offered on our sites and Applications (hereinafter the "Sites and Applications") of how we collect, use and share their personal data;
- to inform the persons Visitor to the digital campaigns (hereinafter the "Customers") of the way in which Rec'im SAS collects and processes their personal data on behalf of its Users;
- to inform any Internet user browsing the Sites and Applications of the information we collect through "cookies".

## 2. Security

Rec'im ensures the processing of your data in complete confidentiality and security by implementing the necessary technical and organizational measures to preserve their security, confidentiality and integrity under optimal conditions.

Rec'im SAS undertakes to process your Personal Data in such a way as:

- Loyal
- licit
- Transparent
- Proportionate
- Relevant
- within the strict framework of the purposes pursued and announced,  for the duration necessary for the processing carried out,
- securely.

We process your personal data in compliance with the General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR") and under the conditions set out below. Personal data means any information relating to an identified or identifiable natural person. We collect and process personal data in connection with the provision of our Services or the communication about these Services exclusively, in strict compliance with the GDPR.

In the event of a breach of your Personal Data, Rec'im SAS en nnotify the CNIL of the breach in question as soon as possible, and, if possible, no later than 72 hours after having taken it knowledge, unless the violation in question is not likely to create a risk to the rights and freedoms of Users. When a breach of your Personal Data is likely to generate a high risk for the rights and freedoms of a User, Rec'im SAS informs the User as soon as possible, subject to the exceptions provided for in Article 34 of the GDPR.

We only collect personal data that is adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed. Thus, you will never be asked to provide personal data



considered "sensitive", such as your racial or ethnic origins, your political, philosophical or religious opinions. By registering on the Site, you authorize us to process your personal data in accordance with the Charter. If you do not agree to the terms of this Policy, please refrain from using the Site and the Services.

Only persons strictly authorized by Rec'im will have access to your data. No unauthorized third party may have access to it, except for the legal or ~~unionist~~ obligation incumbent on the controller.

If you use a password on our sites and Applications, you are responsible for keeping it confidential. Don't share it with another person. If you believe your password has been misused, please let us know immediately.

### **3. Personal information collected by Rec'im**

#### **3.1 Data collected**

We use your personal data to enable the implementation and management of the Mobile Application Services and to respond to your specific requests. We also use your personal data to operate and improve our Services, mobile application and approach. This information is used solely by us and allows us to better tailor our Services to your expectations. If you have opted in to receive emails from us, you will receive email and alphanumeric messages about our services and promotions. We will then use the personal data you provided during registration. You can unsubscribe from these mailings at any time.

We may collect and store your personal data, including when you:

- browse the mobile application and the Site
- your location
- create an Account
- pay for a Service
- Get a gift
- subscribe to our Newsletter
- Contact us

#### **3.2 General navigation:**

Sites gather navigational information about the areas of the sites that visitors visit. This information allows us to see which areas of our sites are most visited and helps us improve the quality of your online experience. Additional information such as domain type, browser version and service provider may be collected, which provides information regarding the general use of the Application or Site.

#### **3.2 Personal information we collect:**



### **3.2.1** *Connection data*

Each time you connect to our website or mobile application, we collect personal data such as, in particular, your IP address, the date and time of connection, as well as information about the browser you are using.

### **3.2.2** *Navigation data on the Application and the Site*

We also collect information that identifies how you access the Mobile Application or Site, which pages are viewed and for how long.

### **3.2.3** *Your location*

With your consent (legal basis), we will collect information about your location in order to offer you points of interest corresponding to your profile (places to visit) and to produce statistics and retrieve products from our partner stores. You can enable and disable location using your mobile device's operating system settings. Nevertheless, when you disable this feature, you will only have access to limited features of the Application and in particular, it will be technically impossible for us to collect information relating to your location, which will prevent tracking and / or earning in Rekka or Rekiu.

### **3.2.4** *Creating an Account*

Access to our Services requires the prior creation of an Account. In accordance with the Terms of Use, you will be asked to provide a number of personal data when creating your Account, including: name, country of residence, address, gender, date of birth, email address, business email address, company, bank details, and any other information you choose to provide. For example, we may ask you to provide your contact details in order to register an account with us, subscribe to marketing communications from us and/or submit inquiries to us. We also collect information when you leave comments or post a review about a service on our Mobile Application

### **3.2.5** *Payment*

Some Services available on the Site or Mobile Application are subject to a charge. For this purpose, you agree that we may use payment service providers who may collect your personal data for the purpose of enabling the proper functioning of credit card payment processing services. To pay for your purchase, you must provide your billing details and payment details, i.e.: your payment card number the name of the cardholder the validity date and security codes In order to process your payment. You may also be asked to provide your telecom operator's name, mobile phone model and a valid mobile number in order to be able to provide purchase instructions directly through your mobile phone. We keep details of your payments, as well as the records of the purchases you make. The details of the transactions are kept with the external service provider. This retention is carried out for internal purposes, in particular accounting, compliance and legal purposes, in accordance with paragraph 5 of this Charter.

### **3.2.6** *Delivery of Lots*

For the delivery of the Lots obtained on the Site, you agree that we may use service providers who may collect your personal data in order to allow their delivery.

### **3.2.7** *Subscription to our Newsletter*

After creating your Account and validating your email, you can give your consent to receive our newsletters regarding new products, services and promotions, as part of the Services. In any case, you have the right to withdraw your consent to the receipt of such newsletters at any time and free of charge under the conditions provided.



### **3.2.8 Contacts**

In order to respond to requests you may make to our Customer Service, to confirm the information and all transactions in your Account and to give you information regarding the Services (for example, if you lose your password or if changes are made in the Terms of Use), we will use your name, First name and email address.

### **3.2.9 Shelf life**

Rec'im keeps your personal data for the period necessary to provide the Services. Then, the data processed during the use of the Application and related to the provision of the Services are kept for a period of five (5) years from the closure of your account, unless the law requires that some of this data be kept for a separate period.

### **3.2.10 Operational information**

when you use the Sites and Applications, certain usage information may be collected. The information we may collect includes content created through our applications. This usage information may be processed to illustrate the Sites and Applications, deliver service messages and other types of content you request, and perform an aggregate analysis of the performance of content created through our Applications. The legal basis for this processing is our legitimate interest in ensuring the performance of a contract between you and us.

## **4. Protection of personal data**

We have implemented technical and organizational security measures to ensure the security, integrity and confidentiality of all your personal data, in order to prevent it from being distorted, damaged or accessed by unauthorized third parties. We ensure an appropriate level of security, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risks and their likelihood. However, it is specified that no security measure being infallible, Rec'im is not able to guarantee absolute security to your personal data. In addition, it is your responsibility to maintain the confidentiality of the password allowing you to access your Account. Do not share this information with anyone. If you share your computer, remember to log out before leaving a Service.

## **5. Information We Share with Third Parties**

### **5.1 With internal teams**

The Personal Data collected by Rec'im SAS is intended for persons duly authorized to process Personal Data within Rec'im SAS, including, depending on the nature of the processing and the type of data, persons in charge of the sales department, customer service, marketing department, administrative department, logistics and IT department.

### **5.1. Sharing your data with third-party companies**

When you browse Rec'im, with your consent, your personal data may be transmitted to external service providers. These third parties provide a service on our behalf and on our behalf for the purpose of enabling the proper functioning of the Mobile App and other Services.

### **5.2 To display personalized advertisements.**



To present you with personalized advertisements as part of the Service, we have a legitimate interest in processing the data necessary to track the content you access in connection with the Service and your online behavior deliver, target and improve our advertising and Service For information on how you opt out of personalized advertising services.

### **5.3 For marketing purposes**

The personal information you provide will be used for marketing and promotional purposes only by Rec'im, its group and related companies and third party companies that we have specifically selected to offer you Promotions, products or services, and in accordance with your marketing preferences. We do not rent or otherwise sell your personal information entered on the Mobile Application to third parties.

We make sure that the names and potential addresses on our mailing list, sometimes categorized by purchase information, are made available to our partners for marketing purposes, provided you have agreed to do so.

Your personal information may be shared with other group companies and with certain third parties only to enable those third parties to assist us in the operation of the Sites and our activities. Examples of assistance that third-party service providers may provide to us include: serving relevant advertising, processing applications, processing payments, providing online electronic information to investors, tracking on-site activities, providing fraud prevention services, surveying, administering and maintaining job application information, administering and sending mobile phone messages, and Email administration.

When you submit a product review on Rec'im, your name or username may be published on Rec'im along with your review.

### **5.4 Sharing with authorities**

We may disclose your personal information to any law enforcement, regulatory, government, court or other third party of competent jurisdiction when we believe disclosure is necessary under applicable law or regulation, in order to exercise, establish or defend our legal rights to protect your vital interests or those of any other person;

### **5.5 As part of a purchase project**

Rec'im will disclose your personal information to a prospective buyer (and its agents and advisors) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer that he must use your personal information only for the purposes described in this Privacy Policy;

## **6. Advertising**

Rec'im reserves the right to insert on any page of the Mobile Application and in any communication to Users any advertising or promotional messages in a form and under the conditions of which Rec'im will be the sole judge.



## 7. Information We Obtain from Third Party Sources

From time to time, we receive personal information about you from third party sources (including partner brands), or are legally permitted or required to disclose your personal information to us.

The types of information we collect from third parties include: name, email address and date of birth, and we use the information we receive from these third parties to maintain and improve the accuracy of the materials we hold about you.

## 8. Retention period of your personal data

We will keep your personal data for a period that does not exceed that necessary in relation to the purposes for which they are processed in accordance with the uses set out in this Charter and in compliance with laws and regulations. We will determine the shelf life based on the following criteria:

- Behavioral information such as your computer's IP address, access times, browser type and language, location data, length of visit, page views, actions such as clicks, frequency of visits and referral of addresses of websites and Web Applications collected through our own tracking system will be retained for 6 months.
- Behavioral information such as authentication status will only be retained during the session.
- Profile information such as name and email address, demographic information such as gender, education, date of birth, preferences and interests, phone number, language and country, job position, company name and company size will be retained for as long as we need to provide it. you with our services the Sites and Applications and 3 years after the end of use of our Sites and Applications.
- Conversation information such as messages, letters and calls, such as email address, phone number, location, call recording, received from any of our marketing communication channels, will be kept for as long as we need to provide you with our services and 3 years after the end of the use of our sites and Applications.
- Transactional information will be retained for 10 years after the end of the use of our sites and Applications.

## 9. Cookies

### 9.1 What is a cookie?

A cookie is a text file that can be deposited in a terminal when consulting an online service with a browser software. In particular, a cookie file allows its issuer, during its period of validity, to recognize the terminal concerned each time this terminal accesses digital content containing cookies from the same issuer. In any case, cookies placed on your browser terminal with your agreement are destroyed 13 months after their deposit on your terminal.

### 9.2 How do we use cookies?

We may automatically collect certain information through "cookies". The use of cookies helps us improve the experience of our sites and Applications.

The cookies we issue allow us to:



- to establish statistics and volumes of frequentation and use of the various elements composing our Site and Mobile Application (sections and content visited, paths), allowing us to improve the interest and ergonomics of our services;
- to adapt the presentation of our Site and Mobile Application to the display preferences of your terminal (language used, display resolution, operating system used, etc.) during your visits to our Site, according to the hardware and viewing or reading software that your terminal contains;
- we use cookies to help us analyze the use and performance of the Sites and Apps. The cookies used for this purpose are: Google Analytics.
- we use cookies to help us understand your cookie choices, The cookies used for this purpose are: Cookie consent
- to memorize information relating to a form that you have completed on our Site and Mobile Application (registration or access to your account) or to products, services or information that you have chosen on our Site and Mobile Application (subscribed service, contents of an order basket, etc.);
- to allow you to access reserved and personal areas of our Site and Mobile Application, such as your account, using identifiers or data that you may have previously entrusted to us and to implement security measures, for example when you are asked to log in again to content or service after a certain period of time.

When you browse the Site and Mobile Application, social network cookies may be generated in particular through sharing buttons that collect personal data.

During your first visit to the Site and Mobile Application, a cookie app banner will be added to the home page. A clickable link allows you to learn more about the purpose and functioning of cookies and refers to this Charter. The continuation of navigation on another page of the site or the selection of an element of the Site (notably: image, text, link, etc.) materializes your acceptance to the deposit of the cookies referred to on your computer.

### **8.3 How can you control the cookies used?**

You can at any time configure your browser software so that cookies are stored in your terminal or, on the contrary, that they are rejected (either systematically or according to their issuer). You can also configure your browser software so that the acceptance or rejection of cookies is offered to you from time to time, before a cookie can be stored in your terminal. Warning: any configuration may modify your browsing on the Internet and your conditions of access to certain services requiring the use of cookies. We decline all responsibility for the consequences related to the degraded functioning of our services resulting from the impossibility of saving or consulting the cookies necessary for their operation and that you would have refused or deleted. This would be the case if you tried to access our content or services that require you to identify yourself. This would also be the case when we (or our service providers) could not recognize, for technical compatibility purposes, the type of browser used by your terminal, its language and display settings or the country from which your terminal appears to be connected to the Internet.

For more information on cookies, you can consult the CNIL website.

## **10. Transfer(s) of data outside the European Union**





As part of the provision of the Services, Rec'im may transfer your personal data to countries that are not members of the European Union and that have not been the subject of an adequacy of protection decision by the European Commission. In this case, Rec'im ensures that this transfer is carried out under conditions in accordance with the regulations in force by taking all appropriate measures and within a legal, technical and operational framework to ensure the confidentiality and security of this data.

In accordance with the GDPR, all transfers of personal data to a country outside the European Union and/or not offering a level of protection considered sufficient by the European Commission have been the subject of cross-border flow agreements in accordance with the standard contractual clauses issued by the European Commission and declared to the CNIL.

## 11. The pages of Rec'im's social networking sites

Personal information may be collected directly by the Sites via certain social media pages and may also be collected by the social media site hosting Rec'im's social media page, if applicable.

Social networking sites where Rec'im has profiles/pages (Facebook or Twitter for example) may provide aggregated information and analysis to Rec'im on visitors' use of our social media pages. This allows us to better understand and analyze our user growth, broad demographic information about users of our social media pages, and user interaction with content on our social media pages.

Overall, this information can help us understand the types of visitors and users of our social media pages and their use of content.

## 12. Rights regarding your personal data

You have rights over your personal data. In accordance with the regulations on the protection of personal data, in particular Articles 15 to 22 of the GDPR, and after proving your identity, you have the right to request access to personal data concerning you, rectification or erasure thereof.

You can also request to object to the processing, to limit it, to decide on the postmortem fate of your data, to withdraw your consent at any time and the right to portability of personal data provided under the conditions of Article 18 of the GDPR.

You can contact our Services to exercise your rights or at the following postal address: 53 chemin des Hermières, 69340, Francheville by attaching to your request a copy of an identity document. In addition, you can unsubscribe from our newsletter or notifications at any time.

In accordance with Article 21 of the GDPR, you have the possibility to object, at any time, to the processing of your Personal Data for commercial prospecting purposes. You have the right to object to the processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will stop processing your personal data for this purpose. You may opt out of receiving promotional emails from us by following the instructions therein. You may also send requests for promotional messages and your permission to share information with third parties for marketing purposes by emailing us at [contact@recim.fr](mailto:contact@recim.fr). Withdrawal requests will not apply to transactional service messages, including messages about your account and services on current Sites and Applications. Where the processing of personal information concerning you is based on consent, you have the right to withdraw it at any time. The withdrawal will not affect the lawfulness of the processing prior to the withdrawal.



In the circumstances provided for in Article 20 of the GDPR, you may retrieve from Rec'im SAS the Personal Data you have provided, in a structured, commonly used and machine-readable format, for the purpose of transmitting them to another controller. In the event that the legal basis for our processing of your personal data is consent or where the processing is necessary for the performance of a contract to which you are a party or following your request before the conclusion of the contract, and Such processing is automated. However, this right does not apply if it infringes the rights and freedoms of others.

In accordance with Article 16 of the GDPR, the right of rectification gives you the right to require Rec'im SAS to rectify, complete or update the Personal Data concerning you when they are inaccurate, incomplete, ambiguous or presumed. Under the conditions provided for in Article 17 of the GDPR, you may also request the deletion of data concerning you. You have the right to have inaccurate personal data concerning you rectified and, taking into account the purposes of the processing, to complete incomplete personal data concerning you.

In certain circumstances, you have the right to erase your personal data. This data includes: the personal data are no longer necessary in relation to the purposes for which they were collected or processed, you withdraw your consent to processing based on consent, you object to the processing under certain applicable data protection law rules able, the processing is for direct marketing purposes; and the personal data has been processed unlawfully. However, there are exclusions from the right to erasure. General exclusions include cases where processing is necessary to provide our services on the Sites and Applications.

If you believe that our processing of your personal information infringes data protection laws, you have the right to lodge a complaint with a data protection supervisory authority. You can do this in the EU Member State of your habitual residence, place of work or place of the alleged infringement. Rec'im SAS will provide the person who exercises one of these rights with information on the measures taken, as soon as possible and in any event within 1 month of receipt of the request. This period may be extended by two 2 months, taking into account the complexity and number of requests.

If Rec'im SAS does not respond to the request, it will inform the person, as soon as possible, and at the latest within 1 month of receipt of his request of the reasons for his inaction and the possibility of lodging a complaint with a supervisory authority and seeking a judicial remedy.

These rights are exercised free of charge. However, in the event of a manifestly unfounded or excessive request, Rec'im SAS reserves the right to demand the payment of fees taking into account administrative costs, or to refuse to comply with these requests.

### **13. Rights regarding Customers' personal data**

Rec'im SAS allows its Clients to create digital campaigns (hereinafter "the Campaign"). These interactive marketing campaigns allow Customers to collect KPIs (A Key Performance Indicator) to visualize the number of interactions on their marketing campaigns. Customers will not have access to your personal data without your consent.

### **14. Rights and obligations of Rec'im SAS**

Rec'im SAS collects and processes Users' personal data (with their consents) only in the context of the creation, organization and management of the Campaign created by the Customer and only for this purpose.

In this context, Rec'im SAS will carry out the following operations:

- Hosting and storage of participation data and visualization of KPIs in the Dashboard platform;



- Statistical analysis (not individual) to allow the monitoring of the performance of the Campaign;
- Necessary blocking of participations according to the geolocation of the IP address and the email of the User;  Sending an email to verify the identity of the User (optional, active only if the User has subscribed to it);
- Audit of the data collected and verification of their conformity (at the request of the user).

Rec'im SAS undertakes to process Users' personal data only in accordance with the instructions provided by the User in the Privacy Policy.

Rec'im SAS guarantees the security and confidentiality of the Users' personal data that it processes on behalf of the Customer, and undertakes to make available to the User, at his request, information concerning the technical and organizational security measures implemented for this processing.

Rec'im SAS undertakes to notify the User as data controller of any breach of Visitors' personal data, as soon as possible after becoming aware of it. This notification is accompanied by all useful documentation to enable the User, if necessary, to notify this violation to the CNIL.

In cases where Rec'im SAS uses subcontractors located in countries offering levels of protection not equivalent to the level of protection of personal data in the European Union, Rec'im SAS undertakes to regulate this transfer by signing standard contractual clauses established by the European Commission.

Rec'im SAS makes available to Users who so request the list of its subcontractors.

## 15. Protection of children

Users of the Site under the age of eighteen (18) are not permitted to communicate personal data or use public chat rooms without the consent of their parents or guardians. If **minors** disclose personal data on the Site or public chat areas, they may potentially receive unsolicited messages from third parties. Consequently, you must ensure that they comply with the applicable Terms of Use, warn them about the sharing of personal data and control their use of the Site.

## 16. Severability of clauses

The nullity of one of the clauses hereof does not entail the nullity of these General Conditions of Use, the other clauses will continue to produce their effects.

## 17. Amendment of the Charter

We reserve the right to amend the Charter at any time. It is therefore recommended that you consult it regularly. In the event of a change, we will post such changes on this page and in such places as we deem appropriate depending on the purpose and significance of the changes. Your use of the Site after any changes means that you accept those changes. If you do not agree to certain material changes to this Policy, you must stop using the Site.

## 18. Intellectual Property

All software, source codes, drawings, texts, images, sound recordings, animations, trademarks (including the name "Rec'im" and the Rec'im logo) and other works included in the Mobile Application have been protected by intellectual property rights and belong to Rec'im SAS. These rights are reserved and no property rights will be transferred to Users or third parties. Rec'im grants you a personal right to use the Mobile Application and its content. This right is granted on a non-



exclusive, revocable, non-assignable, non-transferable, worldwide and free basis and for the sole use of the Mobile Application, to the exclusion of any other purpose.

It is strictly forbidden to access and/or use and/or attempt or use the source codes or objects of the Mobile Application. The User does not acquire any intellectual property rights on the Application or its content, nor any rights other than those conferred by these Terms. The reproduction of the documents appearing on the Mobile Application is only authorized for the exclusive purpose of information for strictly personal and private use.

## **19. Termination**

Rec'im may decide to end the provision of the Mobile Application at any time; notification of the end of provision will be made by e-mail or by displaying a message on a screen of the Mobile Application. Rec'im does not have to justify its decision to terminate the provision of the Mobile Application, and this decision cannot give rise to compensation or reimbursement (the Mobile Application being free). At the time of termination, the rights granted to the User will be terminated and the User must cease all use of the Application.

## **20. Non-waiver**

The fact that one of the parties does not invoke a breach by the other party of any of the obligations referred to in these T&Cs cannot be interpreted for the future as a waiver of the obligation in question.

## **21. Language**

In the event of a translation of these general conditions into one or more languages, the language of interpretation will be the French language in case of contradiction or dispute on the meaning of a term or provision.

## **22. Governing Law and Jurisdiction**

The conclusion, interpretation and validity of these T&Cs and all contracts resulting from them and their consequences are subject to the French Law and Regulations in force, to the exclusion of any other law. Regardless of the nationality of the User, this is the case for the rules of substance and form.

For any disputes that may arise between the User and the Company relating to the formation, interpretation and execution of these terms and conditions, the Parties shall endeavour to reach an amicable agreement. In the absence of an amicable agreement, within 30 (thirty) days.

Any complaint will therefore be submitted in advance in writing to Rec'im, with supporting documents, to the following contact details:

SAS Rec'im  
53 chemin des Hermières  
69340 Francheville  
France

In the absence of an amicable agreement, the parties agree that the courts of Marseille will have exclusive jurisdiction to judge, unless mandatory procedural rules to the contrary.



## **23. Contact us**

If you have any questions, comments or concerns about our privacy practices, please contact us using the following contact information:

- Contact us by email at [contact@recim.fr](mailto:contact@recim.fr)
- Write to us at Rec'im SAS, 53 Chemin des Hermières, 69340 Francheville, France.